

RULES AND REGULATIONS  
ASPEN HIGHLANDS VILLAGE PARKING AND LOADING DOCK ASSOCIATION

Aspen Highlands Village was designed and constructed to be a pedestrian friendly, environmentally responsible, vehicle limited community. The village's Founder's square is a car-free area and parking within the village has been limited by land use approvals to encourage mass transit use and alternative to cars and trucks. The Parking and Loading Dock Association, the Master Association and the Metropolitan District use alternative energy and electric vehicles whenever possible to reduce village pollution and to maintain air quality. The village has been designed to promote the use of these small vehicles, foot traffic, underground deliveries of goods and a commitment to preservation of the natural beauty of Highlands.

The following rules and regulations of the Aspen Highlands Parking and Loading Dock Association (PLDA), except as otherwise expressly stated, apply to all owners, tenants, lessees, employees, agents, invitees and guests, collectively referred to as residents, with respect to the use of the Parking Units, Loading Dock and any other portions of the project defined herein. Any terms not specifically defined in these Rules and Regulations shall have the meaning attached to such terms in the Declaration of Aspen Highlands Village Parking and Loading Dock Association Declaration.

GENERAL

1. The Project is described as that portion of the Aspen Highlands Village that is owned, managed or controlled by the PLDA and is subject to all use restrictions contained in the Master Declaration, including, without limitation, the provisions of Article 8 thereof, and all other rules and regulations of the Master Association to the extent relating to Village Core areas. In the event of any conflict between the terms of these rules and regulations and the terms of the Master Declaration or any other rules and regulations of the Master Association, the terms of the Master Declaration or any other rules and regulations of the Master Association shall control any issue or decision or conduct pertaining to the Village Core areas.
2. No person shall do or permit anything to be done within the Project, or bring or keep anything therein which would conflict with health and safety laws or with any insurance policy of the Association or with any rules of the Master Association, or with any of the rules, regulations or ordinances of any governmental or quasi-governmental authority having jurisdiction over the Project.
3. All wires that need to be run through the parking structure and/or loading dock must be in conduit and meet applicable building codes.
4. No person shall alter the interior or exterior of the Project in any manner. Neither owners, exchangers, renters, occupants or their dependents nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Project or improvements. This shall apply to the structural components, including walls, floors, ceilings, mechanical systems, HVAC, fixtures and equipment. Residents shall be responsible for any such damage.

5. No part of the Common Elements may be used for Resident storage, vehicle repair, construction or any other purpose unless the Executive Board gives specific written permission for such use. If, in the judgment of the Executive Board, any item must be removed from a common element, the Owner of said item shall be charged for the cost of such removal.
6. Except by authorization by the Managing Agent (Beach Resource Management), no sign, advertisement or other lettering shall be exhibited, inscribed, painted or affixed by any Resident or other person on any part of the outside or inside of any of the Common Elements of the Project.
7. Garbage and trash shall only be disposed of in the receptacles identified for such use within the Common Element. All trash must be deposited in plastic trash bags and sealed before it is placed in the appropriate receptacle.
8. Disposal of recyclable products such as plastic bottles, glass bottles, cans and newspapers may be done by placing them in the appropriate receptacles within the Common Element. Cardboard should be broken down and slid behind receptacles for pick up and recycling.
9. Disposal of discarded furniture, appliances, hazardous materials (e.g. paint, solvents, tires, batteries, etc.) and Christmas trees will not be the responsibility of the Association. Residents are responsible for taking these items to the appropriate disposal facility.
10. The storage of flammable and hazardous material that may jeopardize the safety and welfare of any person or property is not permitted on or in the Project.
11. Smoking shall be permitted only in specifically designated areas within the Common Element and expressly prohibited in all other areas.
12. No idling of vehicles will be permitted at any time within any of the Project areas.
13. Studded snow tires are not permitted in the parking structure between May 1<sup>st</sup> and Oct. 31<sup>st</sup>.
14. Violation of any of these rules shall be subject to a \$50 fine per day and/or cost of repair or removal by the PLDA.

#### GENERAL – COMMERCIAL TENANTS

1. Commercial Tenants are responsible for separating recyclable products (i.e. plastic, glass, cans, cardboard and newspaper) and placing them in the proper bin at the Loading Dock. Plastic, glass bottles and cans may be commingled. All cardboard (corrugated) must be broken down, with trash and plastic removed, and placed on the right side of the

cardboard compactor. Wax covered boxes are non-recyclable and should be placed in the trash compactor.

2. All trash must be placed in sealed bags, brought to the Loading Dock and placed in the trash compactor or placed in trash receptacles at other trash receiving sites. Effort should be made to control the amount of liquids placed in compactor as the extra weight raises the cost of disposal.
3. Kitchen grease should be brought to the Loading Dock and poured in the grease / cooking oil recycling container located adjacent to the cardboard compactor. Effort should be made to limit the amount of water as this raises the disposal frequency and in turn, raises costs.
4. Violation of any of these rules shall be subject to a \$50 fine per day and/or cost of repair or removal by the PLDA.

### RESIDENT PARKING AREA

The Resident Parking Area shall be defined as the portion of the Project containing the Parking Units (spaces) and drive aisles.

1. Parking and traffic flow markings and signs regulating traffic circulation within the Resident Parking Area shall be strictly observed. Vehicles using the drive aisles and parking areas may not exceed a speed of **five** miles per hour.
2. Owners, exchangers, and renters and their families, guests, invitees, employees and lessees are permitted to park ONLY in their assigned space.
3. No vehicles over 18' in total length and 7'-6" in total height may be parked in the parking structure. Only one (1) vehicle may be parked in each parking unit, with the exception of motorcycles parked horizontally in front of a vehicle, providing length limit is observed. No individual is allowed to park their vehicle outside the limits of their assigned parking unit.
4. No motorized boat, sailboat, or watercraft of any nature, nor any trailers or recreational vehicles, may be stored within any Common Elements or Parking Units.
5. All vehicles parked in the Resident Parking Area must have current license plates and be in operating condition.
6. No vehicle shall be parked in the Resident Parking Area with conspicuous "For Sale" signs attached.

7. The Resident Parking Area is not designed or intended to be used as a residence. Therefore, no individual is allowed to reside in any of the Common Elements or in a vehicle parked in the Common Elements or Parking Units for any period of time.
8. The Resident Parking Area is not designed or intended to be used as a vehicle maintenance facility. Therefore, no maintenance of any type shall be permitted on or in a vehicle parked in the Common Elements or Parking Units.
9. Bicycles may be parked horizontally in front of a vehicle, providing length limit is observed.
10. No skateboarding or rollerblading is allowed within the parking structure.
11. There are five (5) visitor parking spaces available to guests of Residents and Tenants for up to three (3) consecutive nights. Residents must contact the Association and pick up a parking tag and access card. It is the Resident's responsibility to return the tag and card at the time of expiration to the Association.
12. There are eight (8) Handicap Parking Spaces in the garage that are currently assigned to Residents. If an individual requires the use of one of these spaces, they must first notify the Association and arrangements will be made. Please note that the individual will be required to relinquish their assigned space while using the Handicap Space.
13. The gates at the entrances to the Project are for the safety and protection of the residents of the project. Destruction or vandalism of the gates for any reason will result in the full cost of repair being assessed against the person causing such damage. In the event the cause of the damage cannot be determined, it will become a cost of the Association.
14. No gate, door or access shall be forced or propped open or prevented from closing, nor caused to malfunction.
15. Water spigots within the parking structure are not for resident use. They are for cleaning of the structure and maintenance purposes only.
16. In the event any vehicle or individual is in violation of these Rules, such vehicle or individual may be subject to any or a combination of the following fines: Ticket - \$30, Fine - \$50 per day, Boot - \$100, Vehicle tow at owner's expense - \$150+.

## LOADING DOCK AREA

The Loading Dock Area shall be defined as the area of the Project including the truck dock, truck bays, dry storage areas, cold storage areas, shipping & receiving offices, trash storage areas, recycling areas, compressors and chillers, PLDA and District parking spaces and all common spaces within the loading dock.

1. The Loading Dock area will be staffed by the Managing Agent (Beach Resource Management), from 7am – 5pm Monday through Friday, 7:30am – 4pm on Saturday and on Sunday for trash services only.
2. For security, safety and reasons of quiet enjoyment, access to the loading dock area will be limited to hours set by the Managing Agent. No unauthorized person or vehicle is allowed in the loading dock area between 9pm and 6am (excepting food vendors) and no access through the garage door shall be permitted during this time. Garage door openings after 9pm are restricted to provide a quiet enjoyment of property to residents above and immediately adjacent to the garage door.
3. Shipping & Receiving Services are as follows:
  - UPS delivers between 10am & 4pm and picks up between 3pm & 5pm. (Saturday deliveries are between 10am & 3pm with no pick up service scheduled.)
  - FedEx delivers between 10am & 12pm and picks up at 3pm. (Saturday deliveries are between 10am & 2pm with no pick up service scheduled.)
  - FedEx Ground delivers between 10am & 2pm and picks up by Tenant request at the same time.
  - DHL / Airborne delivers between 1pm & 4pm and picks up by Tenant request at the same time.
  - USPS delivers to the Post Office between 11am & 3pm and picks up mail from the P.O. at the same time. No pick up service from the loading dock is currently available.
  - RAC Transport delivers between 10am & 5pm and picks up by Tenant request at the same time.
  - OTHER SHIPPING COMPANIES deliver on a per-order basis and should be coordinated by Tenant to fall within shipping and receiving hours. The PLDA will call Tenants when unusual orders arrive at the dock.
4. The Loading Dock tracks all packages and provides two (2) daily deliveries (11am & 3pm) to Village Residents and Tenants. Delivery times are subject to change due to volume and arrival time of shipping companies.
5. The Association will obtain a signature at the time of delivery to convey responsibility to Village Resident. If a Resident is not a home or unavailable, a delivery notice will be left on the door to notify that a package is stored at the Loading Dock. Residents with private entryways may sign a release to allow packages to be left at their doorway when they are not at home to sign. This service is unavailable to residents with entryways off of public

hallways due to the need to preserve emergency egress in such hallways. Residents having difficulty picking up packages during PLDA hours may request that a delivery be held at the Ritz Carlton Security office for after hours pick up.

6. The Association will not accept delivery or shipment of flammable, combustible or explosive items.
7. The Association will not take responsibility for the receipt or shipment of highly valuable luxury goods (jewelry, etc.) without a waiver form.
8. Incorrectly, or insufficiently addressed packages will be returned to sender after 7 days if the Association cannot determine consignee.
9. Damaged packages will be received as damaged and noted with shipping agent unless otherwise instructed by the consignee. It is the responsibility of the consignee to report all claims to shipping agent.

#### SHIPPING & RECEIVING – COMMERCIAL TENANTS

Restaurant and Market Shipping & Receiving Services are as follows:

1. All delivery times and days are to be arranged with vendor by Tenant.
2. Association Staff will contact Tenant when deliveries arrive during Loading Dock office hours.
3. Deliveries arriving at the dock with amounts owed shall be met by the Tenant and payment made at that time. Tenant may also leave a check with the PLDA Staff for the amount of an expected C.O.D. shipment.
4. The Association will assist whenever possible with the transport of large or heavy food and beverage shipments. Tenant should contact Association Staff to make arrangements for this service prior to the arrival of the goods.
5. The Association is responsible for maintenance and cleaning of all spaces and equipment owned or managed by the Association. Maintenance and cleaning is provided on an “as needed” basis and is subject to budget limitations.
6. Tenants are responsible for keeping all food products within storage areas in sealed containers. Outdated products and food spillage should be cleaned and disposed of immediately. Tenants may contact Association Staff for assistance when needed.

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Amendments to these Rules and Regulations or adoption of additional Rules and Regulations shall be made in accordance with Section 7.8 and 13/1 of the Master Declarations.